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14 SUNG KIM

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17  
18 **SUNG KIM**, an individual,  
19 Plaintiff,  
20 vs.  
21 **STRATEGIC CAMPAIGN**  
22 **SOURCING LLC**, a California limited  
liability company; **PERFECTED**  
23 **CLAIMS LLC**, a U.S. Virgin Islands  
limited liability company; **CHRISTIAN**  
24 **ARCHER**, an individual; **WILLIAM**  
**SAMSON**, an individual; and **DOES 1-**  
25 **10**, inclusive,  
Defendants.

CASE NO. 2:24-cv-06494 MWF(PDx)

District Judge: Honorable Michael W.  
Fitzgerald

**JOINT RULE 26(f) REPORT**

Date: September 23, 2024  
Time: 11:00 A.M.  
Ctrm: 5A

Filed Date: May 17, 2024  
Removal Date: August 1, 2024

1                   **TO THE COURT, ALL PARTIES, AND ALL ATTORNEYS OF RECORD:**

2                   Pursuant to Rules 16 and 26(f) of the Federal Rules of Civil Procedure, Local Rule  
 3 26-1, and the orders of the Court, Plaintiff Sung Kim (“Plaintiff”) and Defendants Strategic  
 4 Campaign Sourcing LLC and Perfected Claims LLC (collectively, “Defendants”) submit  
 5 the following Joint Report.

6                   **A. Statement of the Case**

7                   Named Plaintiff asserts claims under the California Fair Employment and Housing  
 8 Act (“FEHA”), the California Labor Code, and common law, including: (1) Race  
 9 Discrimination; (2) Gender Discrimination; (3) Age Discrimination; (4) Failure to Prevent  
 10 Harassment, Discrimination, and Retaliation; (5) Retaliation in Violation of Cal. Labor  
 11 Code § 98.6(k); (6) Retaliation in Violation of Cal. Labor Code § 1102.5; (7) Wrongful  
 12 Termination in Violation of Public Policy; (8) Willful Failure to Pay Wages, Failure to Pay  
 13 Vacation Pay, and Waiting Time Penalties; (9) Failure to Furnish Accurate Wage  
 14 Statements, Permit Inspection of Personnel and Payroll Records; and (10) the Unfair  
 15 Competition Law.

16                   **Plaintiff’s Further Statement**

17                   Plaintiff was hired by Defendant as Director of Operations of Finance in November  
 18 2022 and was subsequently promoted to Senior Director in June 2023. Defendants retaliated  
 19 against Plaintiff for complaining about Defendants’ unlawful policy of misclassifying the  
 20 majority of their California employees as exempt employees instead of non-exempt hourly  
 21 workers. Defendants ignored Plaintiff’s directives and eventually fired her (within 90 days  
 22 of her last complaint) because of her outspoken position regarding SCS/PCL’s widespread  
 23 misclassification and attempts to advocate for the Labor Code rights of those employees  
 24 who were wrongfully misclassified and owed significant wages. Defendants retaliated  
 25 against Plaintiff by, among other practices, terminating her on or about October 4, 2023.  
 26 Plaintiff therefore brings this action and is entitled to lost wages, back pay, front  
 27 pay, and reasonable attorney’s fees.

1                   **Defendants' Further Statement**

2                   Plaintiff alleges and Defendants deny that both Defendants were her co-employers.  
 3 Defendant Strategic Campaign Sourcing LLC alone employed Plaintiff, most recently as its  
 4 Director of Financial Operations, from November 16, 2022 through October 6, 2023, when  
 5 she was laid off pursuant to a company-wide reduction-in-force. Plaintiff's allegations are  
 6 inconsistent. She alleges that Defendants actually terminated her employment: (1) in  
 7 retaliation for reporting certain payroll errors and/or the misclassification of certain  
 8 California employees as exempt from overtime requirements under California law; and/or  
 9 (2) due to age, race, and/or gender-based discrimination, in violation of the California Fair  
 10 Employment and Housing Act ("FEHA").

11                  Several of Plaintiff's claims are superfluous, including her common law claim for  
 12 wrongful termination in violation of public policy, which is duplicative of her FEHA and  
 13 Labor Code retaliation claims, and her unfair competition claim, for which she can neither  
 14 collect damages nor any alleged disgorgement beyond what she could potentially recover  
 15 pursuant to her other claims.

16                  Plaintiff filed her Complaint concurrently with that of former Strategic Campaign  
 17 Sourcing LLC Human Resources Representative Shelby Watkins, who alleges similar  
 18 claims and who is represented by the same lawyers. *See Shelby Watkins v. Strategic*  
*19 Campaign Sourcing LLC, et al.*, Case No. 24-cv-04663-AMO (N.D. Cal. Aug. 1, 2024).  
 20 With regard to alleged whistleblowing in opposition to employee misclassification,  
 21 Ms. Watkins apparently seeks to use and possibly disclose attorney client privileged  
 22 communications to which she had access while employed by Strategic Campaign  
 23 Sourcing LLC. Plaintiff may also have had access to the contents of some or all of these  
 24 communications in the course of her employment with Strategic Campaign Sourcing LLC  
 25 or through subsequent unauthorized disclosures from Ms. Watkins. These privileged  
 26 communications, however, are not theirs to waive, and cannot be used against Defendants  
 27 in this or any other Action or for any other purpose.

1                   **Subject Matter Jurisdiction**

2 Defendants contend that this Court has proper subject matter jurisdiction through  
 3 removal because there is complete diversity between the Parties and the amount in  
 4 controversy exceeds \$75,000. 28 U.S.C. § 1332. Plaintiff does not presently contend that  
 5 jurisdiction is improper, but intends to conduct discovery into Defendants' citizenship.

6                   **B. Legal Issues**

7                   **1. Plaintiff's Contentions**

8 The primary legal issues in the case, or mixed issues of fact and law, are:

9                   • Whether Plaintiff suffered adverse employment action or actions based on  
 10 discrimination because of her race (Asian), gender (female), or age in violation of FEHA,  
 11 and, if so, whether one or both Defendants can establish an affirmative defense by showing  
 12 that they would have engaged in the same conduct for legitimate business reasons;

13                   • Whether Plaintiff she suffered any adverse employment action retaliation in  
 14 violation of Labor Code sections 98.6 and/or 1102.5 and, if so, whether one or both  
 15 Defendants can establish an affirmative defense by showing that they would have engaged  
 16 in the same conduct for legitimate business reasons;

17                   • Whether Plaintiff is entitled to waiting time penalties for failure to pay her  
 18 vacation upon termination of her employment, including whether a good faith dispute  
 19 existed, based in law and/or fact, that the claimed additional wages were due and owing;

20                   • Whether Plaintiff is entitled to civil penalties for failure to furnish accurate  
 21 wage statements and/or failure to permit her to inspect her personnel records, including  
 22 whether a reasonable good faith dispute existed, based in law and/or fact;

23                   • Whether one or both Defendants wrongfully terminated Plaintiff in violation  
 24 of public policy;

25                   • Whether one or both Defendants violated the Unfair Competition Law and, if  
 26 so, what relief is available to Plaintiffs and/or the public.

27                   **2. Defendants' Contentions**

28 The primary legal issues in the case, or mixed issues of fact and law, are:

- Whether Plaintiff was an employee of Defendant Perfected Claims LLC;
- Whether Plaintiff can prove that she suffered any adverse employment action or actions based on discrimination because of her race (Asian), gender (female), or age in violation of FEHA, and, if so, whether one or both Defendants can establish an affirmative defense by showing that they would have engaged in the same conduct for legitimate business reasons;
- Whether Plaintiff can prove that she suffered any adverse employment action retaliation in violation of Labor Code sections 98.6 and/or 1102.5 and, if so, whether one or both Defendants can establish an affirmative defense by showing that they would have engaged in the same conduct for legitimate business reasons;
- Whether Plaintiff is entitled to waiting time penalties for failure to pay her vacation upon termination of her employment, including whether a good faith dispute existed, based in law and/or fact, that the claimed additional wages were due and owing;
- Whether Plaintiff is entitled to civil penalties for failure to furnish accurate wage statements and/or failure to permit her to inspect her personnel records, including whether a reasonable good faith dispute existed, based in law and/or fact;
- Whether some or all of Plaintiff's claims are subject to dismissal and/or summary judgment, including, but not limited, because they are superfluous;
- Whether one or both Defendants wrongfully terminated Plaintiff in violation of public policy.
- Whether one or both Defendants violated the Unfair Competition Law and, if so, what relief is available to Plaintiff; and
- Whether Plaintiff mitigated her damages, if any.

**C. Parties and Evidence**

Named Plaintiff is Sung Kim.

The Defendants named in this action are Strategic Campaign Sourcing LLC, Perfected Claims LLC, Christian Archer, and William Samson.

1 Strategic Campaign Sourcing LLC is a limited liability company, and its sole member  
 2 is William Samson. It has no subsidiaries, parents, or affiliates.

3 Perfected Claims LLC is a limited liability company, and its sole member is Christian  
 4 Archer. It has no subsidiaries, parents, or affiliates.

5 Plaintiff has served Strategic Campaign Sourcing LLC, Perfected Claims LLC and  
 6 has requested Defense Counsel confirm they are authorized to accept service on behalf of  
 7 Christian Archer and William Samson given their residence. Failing that, Plaintiff intends  
 8 to serve discovery to identify their locations and complete service.

9 **D. Percipient Witnesses**

10 **Plaintiff's Position:**

11 Pending further investigation, the following are likely to be percipient witnesses:

- 12 a. Sung Kim;
- 13 b. Shelby Watkins;
- 14 c. Plaintiff's coworkers;
- 15 d. Plaintiff's supervisors;
- 16 e. Human resources employees or representatives, who have yet to be identified;
- 17 f. Strategic Campaign Sourcing's personnel with the authority to make, enact, or  
     enforce policy, who have yet to be identified;
- 18 g. Third parties with whom Strategic Campaign Sourcing may contract to provide  
     services relevant to Plaintiff's claims, who have yet to be identified; and
- 19 h. Other employees or representatives of Strategic Campaign Sourcing, who have  
     yet to be identified.

20 **Defendants' Position:**

21 Pending further investigation, the following are likely to be percipient witnesses:

- 22 a. Sung Kim;
- 23 b. Shelby Watkins;
- 24 c. Yasmine Haynes;
- 25 d. Emily Kobernick;

- 1 e. Christian Archer;
- 2 f. William Samson; and
- 3 g. Other witnesses to be identified in Plaintiff's Initial Disclosure Statement,
- 4 supplements thereto, and Plaintiff's responses to discovery requests.

5 Defendants reserve the right to amend/supplement these witnesses as they gain more  
6 information through discovery and further investigation.

7 **E. Key Documents**

8 **Plaintiff's Position:**

9 Pending further investigation, key documents are likely to include but not be limited  
10 to:

- 11 a. All documents comprising of Plaintiff's personnel file;
- 12 b. All documents relating to, discussing, or referencing Plaintiff's hire.
- 13 c. Defendants' policies and procedures;
- 14 d. Documents sufficient to show Defendants' management structure, including  
15 all persons who directly or indirectly supervised Plaintiff, including but not  
16 limited to organizational charts;
- 17 e. All documents relating to, discussing, or referencing Plaintiff's performance  
18 as Defendants' employee;
- 19 f. Plaintiff's complaints regarding Defendants' labor and/or compensation  
20 practices;
- 21 g. All documents relating to, discussing, or referencing Plaintiff's complaints  
22 about Defendants' labor and/or compensation practices;
- 23 h. Documents showing the essential and marginal job duties of Plaintiff;
- 24 i. Comparator evidence with respect to shift requests, assignments, scheduling,  
25 requests for accommodation, discipline, and termination;
- 26 j. Any complaints of discrimination, harassment, or retaliation by any of  
27 Defendants' employees, and Defendants' responses to those complaints;
- 28 k. Documents relating to any affirmative defenses asserted by Defendants.

1           **Defendants' Position:**

2           Defendants anticipate the following documents may be relevant to the claims and  
 3 defenses in this action:

- 4           a. Plaintiff's personnel records;
- 5           b. Plaintiff's payroll records;
- 6           c. Relevant employee handbooks and personnel policies;
- 7           d. Documents reflecting communications to or from Plaintiff relating to the  
        allegations of her Complaint;
- 8           e. Documents reflecting communications about Plaintiff relating to the  
        allegations of her Complaint;
- 9           f. Documents reflecting the implementation of the reduction-in-force;
- 10          g. Plaintiff's medical, psychological, and other records relating to her alleged  
            emotional distress injuries; and
- 11          h. Records reflecting Plaintiff's alleged economic damages and mitigation  
            efforts, including documents reflecting her efforts to obtain other employment  
            along with her income, if any, from other sources.

12          **F. Damages**

13          **Plaintiff's Position**

14          Plaintiff seeks economic damages in the form of back pay and front pay. Plaintiff  
 15 further seeks non-economic damages in the form of impairment of reputation, personal  
 16 humiliation, mental anguish and suffering, other noneconomic harm resulting from the  
 17 retaliation, and other special damages as permitted by law, as well as attorney's fees and  
 18 costs of suit.

19          The realistic range of damages is estimated by Plaintiff as follows:

- 20          1. Past Economic Damages: Plaintiff's past economic damages falls into the  
            following categories: lost salary; lost bonuses; lost 401k matching; lost  
            benefits; interest; and a tax offset, which are estimated at no less than  
            \$140,712.

1           a. Lost Salary: As of her termination, Plaintiff had a base salary of  
 2           approximately \$120,000 per year. Her lost salary to date is no less than  
 3           \$116,712.

4           b. Lost bonuses: A bonus of no less than \$24,000 to \$36,000, which was  
 5           promised to Ms. Kim, due in December 2023.

6           c. Lost benefits: the fair market value of Plaintiff's fringe benefits, including  
 7           but not limited 401(k) matching, PTO, and health and/or disability  
 8           insurance, is presently unknown. The benefits will be the subject of  
 9           discovery. Lost fringe benefits will continue to accrue, either in whole or  
 10          part, until Plaintiff finds a substantially similar job and/or trial.

11          d. Prejudgment interest: Under federal law, Plaintiff is entitled to recover  
 12          prejudgment interest at the statutory rate beginning on the date each loss  
 13          occurs. For a wrongfully terminated employee, that means each "lost" pay  
 14          period. Plaintiff has not made this calculation yet. Plaintiff will retain an  
 15          expert to make this calculation.

16          e. Tax offset: Because a jury verdict will result in a lump sum payment in  
 17          one tax year, Plaintiff will suffer adverse tax consequences over and above  
 18          what she would have suffered had she not been terminated. Stated  
 19          differently, if Plaintiff had not been wrongfully terminated, her salary  
 20          would have been spread out over several years, resulting in a lower tax  
 21          burden. California and federal law permit a wrongfully terminated  
 22          employee to recover an offset for such. Because this calculation requires  
 23          specialized knowledge, Plaintiff reserves the right to retain an appropriate  
 24          expert to calculate the amount of tax offset necessary to make Plaintiff  
 25          whole.

26          2. Future Economic Damages: Plaintiff will continue accruing economic  
 27          damages (lost salary, lost bonuses, and lost fringe benefits) until she obtains  
 28          substantially similar employment.

1           a. Tax offset: Because a jury verdict will result in a lump sum payment in  
 2           one tax year, Plaintiff will suffer adverse tax consequences over and above  
 3           what she would have suffered had she not been terminated. Stated  
 4           differently, if Plaintiff had not been wrongfully terminated, her salary  
 5           would have been spread out over several years, resulting in a lower tax  
 6           burden. California and federal law permit a wrongfully terminated  
 7           employee to recover an offset for such. Because this calculation requires  
 8           specialized knowledge, Plaintiff reserves the right to retain an appropriate  
 9           expert to calculate the amount of tax offset necessary to make Plaintiff  
 10          whole.

11         3. Past Special Damages: Plaintiff leaves the amount of past emotional distress  
 12          damages to the discretion of the jury.

13         4. Future Special Damages: Plaintiff leaves the amount of future emotional  
 14          distress damages to the discretion of the jury.

15         5. Reputational injury: Reputational injury is a component of Plaintiff's special  
 16          damages. Plaintiff leaves the amount of reputational injury to the discretion  
 17          of the jury.

18         6. Attorney's fees: at this stage, it is impossible to predict how many hours  
 19          Plaintiff's counsel will put into the case. Attorney's fees will be calculated  
 20          after trial through the Lodestar method.

21         7. Expert witness fees: at this stage, it is impossible to predict what Plaintiff's  
 22          expert witness fees will be after discovery and trial. Plaintiff intends to retain  
 23          experts.

24           **Defendants' Position**

25           Defendants deny that Plaintiff has suffered any damages, and deny that Plaintiff is  
 26          entitled to any of the relief sought.

27           **G. Insurance**

28           Defendants have no insurance in this action.

1           **H. Motions**

2           The Parties stipulate that opposition papers for discovery motions shall be due 14  
 3 days prior to hearing and reply papers shall be due 7 days prior to hearing. The Parties will  
 4 submit a written stipulation to the Court in conformance with their agreement.

5           **I. Manual for Complex Litigation**

6           The case does not require use of the Manual of Complex Litigation.

7           **J. Status of Discovery**

8           The Parties have agreed to exchange initial disclosures on September 30, 2024, and  
 9 have also agreed that each side may begin to serve discovery requests prior to the  
 10 Scheduling Conference in light of the Court's instructions at 2:8-15 of the Scheduling  
 11 Order.

12           **K. Discovery Plan**

13           The Parties will exchange initial disclosures by the September 30, 2024 deadline.

14           Except as set forth below or otherwise agreed to by the Parties or ordered by the  
 15 Court, the Parties agree that the scope of discovery shall be that set forth in Federal Rules  
 16 of Civil Procedure 26(b)(1). The Parties further agree to work cooperatively toward  
 17 producing any such relevant data in a mutually agreeable format, pursuant to Fed. R. Civ.  
 18 P. 34. The Parties are in the process of meeting and conferring on a search term/ESI protocol  
 19 as part of those efforts.

20           The Parties will have submitted a proposed Stipulated Protective Order by the  
 21 hearing. The Parties will consider stipulating to remote depositions on a case-by-case basis  
 22 and will also meet and confer regarding the agreed-upon rules of conducting any stipulated  
 23 remote depositions.

24           **Coordination of Discovery in Related Cases:**

25           As reflected in the Notice of Pendency of Other Actions, there are two other U.S.  
 26 District Court actions with overlapping legal theories and for which the plaintiffs are  
 27 represented by the same counsel: (1) *Shelby Watkins v. Strategic Campaign Sourcing LLC,*  
 28 *et al.*, U.S. District Court for the Northern District of California Case No. 3:24-cv-04663-

1 AMO (the “*Watkins Case*”); and (2) *Angela Hernandez v. Strategic Campaign Sourcing*  
2 *LLC, et al.*, U.S. District Court for the Northern District of California Case No. 3:24-cv-  
3 04662-TLT (the “*Hernandez Case*”) (together with this case, the “Related Cases”). The  
4 Parties have agreed to coordinate certain aspects of discovery in the Related Cases.

5 Pursuant to Federal Rules of Civil Procedure, Rule 29(b), the Parties have agreed to  
6 the following modifications to discovery procedures in the Related Cases:

- 7 (1) The Parties will provide separate Disclosures pursuant to Rule 26 of the  
8 Federal Rules of Civil Procedure, Local Rules, and General or Standing Orders  
9 (“Disclosures”) for each of the Related Cases.
- 10 (2) Discovery responses (but not Disclosures) and document productions  
11 (including any document productions pursuant to any non-expert Disclosures)  
12 produced in any of the Related Cases may be used in each of the Related Cases  
13 subject to relevance, objections, privileges, and admissibility.
- 14 (3) Non-expert nonparty discovery responses produced in any of the Related Cases  
15 may be used in each of the Related Cases subject to relevance, objections,  
16 privileges, and admissibility. The Parties will work together to avoid  
17 duplicative nonparty discovery.
- 18 (4) The Parties will generally follow the discovery rules for Disclosures (including  
19 Expert Disclosures), Interrogatories, Requests for Inspection and Production,  
20 and Requests for Admission as set forth in the Federal Rules of Civil Procedure  
21 (including Rules 26 through 37), with the following exceptions:
  - 22 (a) Individual depositions shall be limited to a single deposition to be  
23 taken simultaneously with respect to all Related Cases. However,  
24 such depositions shall not be limited to a single seven (7) hour day  
25 but may continue up to fourteen (14) hours divided over not less than  
26 two (2) days, unless the Federal Rules of Civil Procedure would  
27  
28

1                   permit additional time, or the Parties agree to or a Court permits to  
 2                   additional time.<sup>1</sup>

- 3                   (b) The Parties shall identify individuals designated to testify on behalf  
                   4                   of an organization in advance (and not less than fifteen (15) calendar  
                   5                   days in advance) to facilitate the process, provided such depositions  
                   6                   are noticed sufficiently in advance to allow such designation.
- 7                   (c) The Parties to the Related Cases expressly do not agree that Expert  
                   8                   disclosures, reports, and testimony in one Related Action is  
                   9                   admissible in any other Related Action, particularly since such  
 10                   evidence may not overlap. However, the Parties agree to meet and  
 11                   confer on the issue as necessary to avoid unnecessary duplication of  
 12                   expert discovery.
- 13                   (5) Parties to the Related Cases shall make all reasonable efforts to coordinate  
 14                   discovery to avoid duplicative requests.
- 15                   (6) Deposition transcripts (including originals and certified copies) prepared from  
 16                   non-expert depositions which are properly noticed in any Related Action and  
 17                   which would be admissible under the Federal Rules of Civil Procedure and the  
 18                   Federal Rules of Evidence may be used in all Related Cases, subject to any  
 19                   properly preserved objections as to the form of questions or answers and any  
 20                   recognized privileges and objections as to other matters.
- 21                   (7) The Parties will propose protective orders in each of the Related Cases which  
 22                   expressly provide that confidential designations made in one Related Case will  
 23                   be treated as confidential designations in all Related Cases.

24                   **Plaintiff's Further Statement:**

25                   Plaintiff intends to take the deposition of those individuals identified in Section D(2),

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27                   <sup>1</sup> This does not change the rules applicable to the length of a 30(b)(6) deposition: "For  
 28                   purposes of this durational limit, the deposition of each person designated under Rule  
                   30(b)(6) should be considered a separate deposition." Fed. R. Civ. P. 30.

1 as well as depose each defendant pursuant to F.R.C.P. 30(b)(6). To the extent that Plaintiff  
 2 appears likely to exceed the 10-deposition limit, Plaintiff will seek to meet and confer with  
 3 Defendants regarding stipulating to additional depositions or will petition the Court for such  
 4 relief. Plaintiff anticipates completing all depositions no later than the close of fact  
 5 discovery.

6 Plaintiff also intends to serve written discovery necessary to establish the facts of  
 7 Plaintiff's wrongful termination based on her protected complaints. Plaintiff intends to meet  
 8 and confer with Defendants regarding lifting the 25 request limit as to Interrogatories and  
 9 Requests for Admissions as the case proceeds.

10 Plaintiff does not believe that any phases or limitation regarding discovery is  
 11 appropriate in this matter.

## 12           **Defendants' Position**

13 Defendants seek an agreement or an order preventing duplicative discovery motions  
 14 in the Related Cases, but Plaintiff is unwilling to enter any agreement to coordinate  
 15 discovery motions.

## 16           **L. Discovery Cut-Off**

17 The Parties proposed fact discovery cut-off dates are on the worksheet attached  
 18 hereto as **Exhibit A**.

## 19           **M. Expert Discovery**

20 The Parties proposed expert discovery deadlines and expert discovery cut-off dates  
 21 are on the worksheet attached hereto as **Exhibit A**.

## 22           **N. Dispositive Motions**

### 23           **Plaintiff's Further Statement**

24 Plaintiff does not envision filing a dispositive motion at this time.

### 25           **Defendants' Further Statement**

26 Defendants anticipate potentially filing Motion to Transfer this and the Watkins and  
 27 Hernandez actions for multidistrict litigation, discovery motions, a motion for summary  
 28 judgment and/or partial summary judgment, and motions in limine.

1           **O. Settlement / Alternative Dispute Resolution (ADR)**

2           Pursuant to L.R. 16-15.4, Plaintiff and Defendants are amenable to private mediation  
 3 or a settlement conference or mediation before a magistrate judge..

4           **Plaintiff's Further Statement**

5           The Parties previously discussed private mediation of this case but Defendants failed  
 6 to agree to any of Plaintiff's proposed mediators or provide informal discovery necessary  
 7 to effectively mediate the dispute.

8           **Defendants' Further Statement**

9           Defendants wish to participate in private mediation.

10          **P. Trial Estimate**

11          **Plaintiff's Further Statement**

12          Plaintiff anticipates trial length of 10 court days. Plaintiff seeks a jury trial. Plaintiff  
 13 anticipates calling between 8-12 witnesses, not including party witnesses.

14          Plaintiff proposes a trial date of December 2, 2025.

15          **Defendants' Further Statement**

16          Defendants also anticipate trial length of 10 court days. Defendants request a bench  
 17 trial. Defendants anticipates calling between 10-12 witnesses, including party witnesses.  
 18 Defendants propose a trial date of March 30, 2026.

19          **Q. Trial Counsel**

20          Plaintiff will be represented at trial by Elliot J. Siegel of King & Siegel, LLP and  
 21 Michael Y. Yadegaran of Avenue Law APC.

22          Defendants will be represented at trial by Timothy L. Reed and Marc A. Koonin of  
 23 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

24          **R. Independent Expert or Master**

25          The Parties do not anticipate a need to appoint an independent expert or master.

26          **S. Timetable**

27          The Parties proposed pretrial and trial dates are on the worksheet attached hereto as

28          **Exhibit A.**

1           **T. Other Issues**

2 Plaintiff is unaware of any unusual issues affecting the status or management of this  
 3 case other than the location of the Defendants, who reside in the U.S. Virgin Islands.  
 4 However, Plaintiff is aware of potential privilege issues, and to the extent that there is  
 5 privileged information that has not been waived that she was privy to, she will adhere to  
 6 any obligations incumbent on her.

7 Defendants identify the following additional issues.

8 First, Defendants have asked Plaintiff to stipulate to coordinated discovery in this  
 9 Action. However, to the extent that Plaintiff will not agree, Defendants will likely file a  
 10 Motion to Transfer this and other overlapping cases to for resolution in multidistrict  
 11 litigation and/or seek an appropriate protective order limiting duplicative discovery.

12 Second, as set forth above, Defendants object to any use or disclosure by Plaintiff of  
 13 their attorney-client communications to which Plaintiff may be privy.

14 Third, Defendants note that many key witnesses in this case are residents of the U.S.  
 15 Virgin Islands.

16  
 17 DATED: September 9, 2024

Respectfully submitted,  
 18 KING & SIEGEL LLP

19  
 20 By: /s/ Elliot J. Siegel

21 Elliot J. Siegel  
 22 Attorneys for Plaintiff  
 23 SUNG KIM

24 DATED: September 9, 2024

AVENUE LAW APC

25 By: /s/ Michael Y. Yadegaran

26 Michael Y. Yadegaran  
 27 Attorneys for Plaintiff  
 28 SUNG KIM

1 DATED: September 9, 2024  
2

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

3 By: /s/ Marc A. Koonin  
4

5 Timothy L. Reed  
6 Shannon R. Clawson  
7 Marc A. Koonin  
8

9  
10 Attorneys for Defendants STRATEGIC  
11 CAMPAIGN SOURCING LLC AND  
12 PERFECTED CLAIMS LLC  
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1 Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that Marc A.  
2 Koonin and Michael Y. Yadegaran, on whose behalf this filing is jointly submitted, have  
3 concurred in this filing's content and have authorized me to file this document.

4 /s/ Marc A. Koonin

5 /s/ Michael Y. Yadegaran

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